

CONTRACT PERIOD THROUGH DECEMBER 31, 2003

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ALLISON TRANSMISSION AND DETROIT DIESEL ENGINE PARTS AND SERVICE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 31, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/ag
Attach

Copy to: Clerk of the Board
Gidget Beltran, Equipment Services
Monica Mendoza, Materials Management

ALLISON TRANSMISSION AND DETROIT DIESEL ENGINE PARTS AND SERVICE**1.0 INTENT:**

The intent of this Invitation for Bids (IFB) is to establish a three (3) year pricing agreement with options for renewal for the Contractor(s) to provide all parts and labor necessary to diagnose, repair and replace as required, Allison Transmissions and Detroit Diesel Engines for various Maricopa County fleet vehicles. **Quantity of material and delivery points:** Allison Transmission and/or Detroit Diesel Parts and Service, in units of one or more. These products and services shall primarily be for Equipment Services Department, 3325 West Durango St., Phoenix, Arizona, 85009 as covered by purchase order or purchasing credit card only.

Maricopa County Equipment Services records indicate expenditures of approximately **\$50,000.00** during the last 12 months. Parts and Service required for the period of this pricing agreement is dependent upon the number of pieces of equipment in use, and other factors. This is a requirement pricing agreement.

2.0 QUALIFICATIONS, TECHNICAL SPECIFICATIONS AND SCOPE OF WORK:**2.1 QUALIFICATIONS:**

Award(s) will be made to the Contractor(s) who, are regularly established in the business of rebuilding and replacement of Allison Transmissions and/or Detroit Diesel Engines, and supplying OEM quality parts and service for the same, who have demonstrated the ability to perform the required service in an acceptable manner. Specific factors that will be considered by the County include technical capability, performance history on past and current government contracts and manufacturer authorized.

2.2 SERVICE AND REPAIR:

Contractor(s) shall bid labor rates for the services performed as specified on the pricing pages. Contractor(s) shall provide **labor rates for minor repairs and for out of scope service not specifically listed in this solicitation.**

Participants shall state business hours, shifts, and define overtime (if applicable). **Overtime is not allowable, unless pre-authorized by Equipment Services.** Rework *shall be* performed at no charge to the Maricopa County using agency.

2.3 RESPONSE TIME:

It shall be the Contractor's responsibility to meet the County's requirements. The contractor shall be actively performing repairs within 24 hours after receipt of County vehicle. Contractor shall notify the Service Coordinator at 602-506-4678 of any delays in repairs. Upon diagnosis of repairs and authority to proceed, the contractor is required to provide the Service Coordinator an approximate completion date. **The contractor(s) shall provide a weekly report by fax (602-506-6013) Attn: Service Coordinator detailing the status of any vehicles under repair at there facility.**

2.4 CONTRACTOR(S) RESPONSIBILITIES :

The Contractor shall notify Maricopa County Equipment Services when an Allison transmission and/or Detroit Diesel Engine does not require a complete rebuild or exchange and minor repairs will eliminate the problem. Equipment Services shall make a determination based upon the information provided by the contractor and shall advise the contractor of the proper course of action. No repair/replacement activity shall proceed without the authority of Equipment Services.

2.4.1 All work assigned must be performed on the premises of the Contractor. No subcontracting shall be allowed without authority from the County

2.4.2 The contractor shall have access to an appropriate dynamometer at their facility to measure the performance for Allison Transmissions and Detroit Diesel Engines. Contractor shall provide a diagnostic reading at the time of pick up or delivery of the repaired unit. All repairs shall meet Allison and Detroit Diesel's factory standard specifications, without exception.

- 2.4.3 The estimated price quotations for a rebuild or exchange Detroit Diesel Engine and/or Allison Transmission unit shall include parts and labor, new or rebuilt components (when applicable), new fluid, flushing transmission cooler/lines, etc. All necessary components that make for a complete functional/operational unit shall be included in any quotation response.
- 2.4.4 Contractor(s) shall indicate parts/pricing structure on additional parts recommended that are not covered under this price agreement (i.e., motor mount, drive lines, u-joints, leakage, wiring, hoses, batteries, etc.). Any additional parts and/or labor recommended by the contractor shall be pre-approved by designated Equipment Services personnel.

2.5 PRODUCT DEFINITION:

Certain parts covered in this IFB are acceptable to Equipment Services, if “rebuilt” or “remanufactured”. **All parts furnished shall meet or exceed the ORIGINAL EQUIPMENT MANUFACTURER (OEM) requirements and shall contain any OEM updates as part of the rebuild process. Any material offered, which is not “new” shall be clearly identified as such, and approval must be granted by Equipment Services for use of such.**

2.6 TEST:

Contractor(s) shall test transmissions and engines for leaks, proper shifts and level of fluids before return to Equipment Service’s facility.

2.7 CERTIFIED:

Contractor(s) facilities and technicians shall be a factory authorized service center for Allison Transmissions and/or Detroit Diesel Engines. Copies of required certificates shall be available upon request.

2.8 SITE VISITS:

The County reserves the right to visit the Contractor(s) facilities at any time during the award determination and after an award has been made.

2.9 TAX:

Taxes shall be imposed on parts purchased by the County. No tax shall be levied against labor.

2.10 ADDITIONAL CHARGES/FEES :

Maricopa County is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, hauling, hazardous waste etc.) other than those listed in the pricing section of this agreement. All costs shall be included in the bid price.

2.11 SET UP OF COUNTY ACCOUNTS (CONTRACTOR):

It shall be the responsibility of all contractors to communicate with their parts, service and accounts receivable departments and other areas involved in compliance with this agreement of Maricopa County’s special pricing. The pricing and labor rates shall be programmed in your financial systems as offered. If your financial system can not provide all necessary information, it must be hand written or submitted on another sheet of paper (Refer to section 2.12 Invoice Requirements).

2.12 INVOICING REQUIREMENTS:

All item(s) purchased by the County, whether picked up or delivered, shall be accompanied by a proper invoice billed to:

Equipment Services
Service Coordinator
3325 West Durango St.
Phoenix, Arizona, 85009

Problems regarding billing or invoicing shall be directed to Equipment Services Accounts Payable, at 506-4668 or 506-2938. All invoices shall indicate the following information for the history of the County fleet and to eliminate delay in payment:

1. Contract Serial Number
2. County purchase order number and work order number
3. Department name and address
4. Date of service
5. Transmission/Engine type
6. Description of problem
7. Vehicle VIN # or License Plate #
8. Year/make/model of vehicle
9. Mileage
10. Warranty
11. Diagnostic print out (where applicable)
11. Sales tax on parts only include tax rate
12. Provide two (2) legible copies of the invoice.
13. The invoice shall be dated and signed (full name) by the County employee receiving the vehicle.

Invoices not disclosing the above information shall be returned to the contractor for the necessary corrections. **SUBMIT A SAMPLE OF A TYPICAL INVOICE PROVIDING GENERIC INFORMATION, WITH BID RESPONSE**

2.13 WARRANTY:

The minimum warranty against defects in new parts and labor, material and on workmanship shall be six- (6) months unlimited mileage; remanufactured parts shall be one- (1) year unlimited mileage; remanufactured transmissions shall be two- (2) year unlimited mileage. Exception on minimum warranty for off road or unlicensed vehicles shall be six- (6) months unlimited mileage. The minimum warranty for engines shall be one- (1) year unlimited mileage on remanufactured; one- (1) year unlimited mileage on exchange. Warranty replacement/repair will be done at no additional charge to the County. A “NO CHARGE” invoice shall accompany all warranty repairs detailing failure, diagnosed cause and parts replaced. The effective date on all warranties shall begin at the time of complete installation and acceptance by the County.

2.14 IDENTIFICATION/TRANSMISSIONS:

The County requires the Contractor(s) to identify rebuilt transmissions by affixing a “permanent” tag to the transmission, with Contractor(s) name, date of rebuild and installation date.

2.15 ADDITIONAL REPAIRS:

The Contractor(s) shall request, in advance, authorization from the County to replace any additional parts, i.e., U-joints, motor mounts, cooler lines, etc. Any approved additional repairs, parts and labor, shall be included in the provisions of this pricing agreement and must be invoiced separately.

2.16 INQUIRIES:

Technical inquiries concerning information contained herein shall be addressed to:

GIDGET BELTRAN, EQUIPMENT SERVICES – (602) 506-4674

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation For Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE

3.3.1 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.4 INSURANCE REQUIREMENTS

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.4.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

3.4.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.4.3 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.5 CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish, upon request, the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.6 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.7 TESTING

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the solicitation. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Bidder holding the contract.

3.8 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.9 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.10 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to place and make payment for orders under this Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

3.11 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

3.12 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

Purchase Card Clarification.

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.13 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT OFFICER – (602) 506-3274

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any

capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.9 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency (ies) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 **AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 **P.O. CANCELLATION LANGUAGE:**

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 **VALIDITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.20 **CONTRACTOR RESPONSIBILITY:**

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.21 **GUARANTEE:**

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.22 **DELIVERY:**

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.23 **PRICE REDUCTIONS:**

By submitting a bid in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.23.1 Cancel the Contract, if it is currently in effect.

4.23.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.23.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.24 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.25 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

4.26 PROCUREMENT CARD CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities may be considered non-responsive and not eligible for award consideration.

WILLIAMS DETROIT DIESEL-ALLISON, 2602 S 19TH AVE., PHOENIX, AZ 85009WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NOACCEPT PROCUREMENT CARD: ☒ YES ☐ NOINTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ N/A ☐ % DISCOUNTOTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO**C255001/B0607302****PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

The bidders hereby certify that they have read, understand, and agree that acceptance by Maricopa County of the bidder's offer by the issuance of a purchase order or contract will create a binding contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

ALLISON TRANSMISSION AND DETROIT DIESEL ENGINES, PARTS AND SERVICE, in accordance with attached specifications.

A. ALLISON TRANSMISSION PARTS PRICING:

PARTS PRICING CATALOGS MANUFACTURER	DATE PRICE COLUMN TO BE USED	ADDITIONAL DISCOUNT
<u>ALLISON PARTS</u>	<u>PRICE SCHEDULE</u>	<u>LIST LESS 15 %</u>
<u>EFFECTIVE 1, 2000 OR CURRENT</u>		<u>%</u>

B. DETROIT DIESEL ENGINES PARTS PRICING:

PARTS PRICING CATALOGS MANUFACTURER	DATE PRICE COLUMN TO BE USED	ADDITIONAL DISCOUNT
<u>DDC</u>	<u>LIST</u>	<u>LIST LESS 15 %</u>
<u>CURRENT</u>		<u>%</u>

	Allison Transmissions	Detroit Diesel Engines
Labor Rate:	\$ <u>76.00</u> /hr	\$ <u>76.00</u> /hr
Labor Rate for scope of work not specifically listed:	\$ <u>76.00</u> /hr	\$ <u>76.00</u> /hr
Labor Rate for minor repairs:	\$ <u>76.00</u> /hr	\$ <u>76.00</u> /hr

Is your company compliant with section 2.4.2 (dynamometer)? **COMPLIANCE IS REQUIRED** ☒ YES ☐ NO

WILLIAMS DETROIT DIESEL-ALLISON, 2602 S 19TH AVE., PHOENIX, AZ 85009

Warranty (Define, in writing, attachments shall be offered as amplifying information only):

WORKMANSAIP 6 MOS. PARTS & LABOR DDC-REMAN 1 YR. PARTS & LABOR IF WILLIAMS INSTALLS,

OTHERWISE PARTS ONLY. DDC NEW 6 MOS. SAME. ALLISON TRANS – NEW 6 MOS., REMAN ON-HIGHWAY

2 YRS. UNLMYD. PARTS & LABOR IF WILLIAMS, OTHERWISE PARTS ONLY.

Terms: NET 15

Federal Tax ID Number: 86-0208148

Telephone Number: 602/257-0561

Fax Number: 602/257-0910

Contact Person: ROBIN ROBERTS

Vendor Number: 860208148

E-mail Address: r.roberts@wddasw.com

Contract Period: To cover the period ending December 31, 2003.